

**Noxubee County School District**

**REQUEST FOR PROPOSALS  
FOR E-RATE 2023-2024 – WIFI UPGRADES**

To All Interested Bidders:

The Noxubee County School District will receive sealed proposals to upgrade existing WiFi connections at four (4) school campuses to include the following items: ExtremeSwitching 5420 Series switches or equivalent, access points, and additional data runs until 11:00 A.M. on 03/24/2023, at the Noxubee County School District Central Office, 37 Gandy Tindal Rd, Macon, MS 39341. All proposals must be mailed to Noxubee County School District, ATTN: Vandora Johnson, 37 Gandy Tindal Rd, Macon, MS 39341 with **the following information on the sealed envelope:**

**"SEALED PROPOSAL E-RATE 2023-2024 – WIFI UPGRADES"  
SUBMITTED BY (COMPANY BIDDING NAME)  
Due 11:00 A.M. 03/24/2023**

This page must be completed and returned with all bid information. Discussions and negotiations **may** be necessary. Successful bidder will be notified in writing. No equipment will be sent until the Noxubee County School District sends an official purchase order. We will pay only the school district portion of cost as determined by E-RATE using the SPI method.

**We reserve the right to reject any or all proposals submitted. The District reserves the right for discussions to be conducted with “offerors” who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. Be aware that pricing shall be submitted in a sealed envelope but in a separate envelope from the other proposal submittals. Both envelopes will be submitted within ONE large sealed envelope at due date and time. Proposal will be awarded as lowest and best proposal as determined by Noxubee County School District. The District reserves the right to waive informalities, as it deems appropriate. All information and offers will be held confidential as prescribed by “Request for Proposal” procedures.**

VENDOR/CONTRACT Statement:

My proposal submitted includes **two** envelopes: **one** for proposal areas, as requested, pertaining to experience, brand and model number of equipment offered, compatibility of equipment being offered, references and **one** for prices to include inside delivery at the location in Noxubee County School District identified on each purchase order. The envelope with prices shall clearly be marked as containing “#RFP NCSD Costs” (pages 5-6). The other envelope will be marked “#RFP NCSD Information”. By signing this page, I agree to abide by all requirements as written in this request for proposals. (Please be sure we can contact you if we have questions.)

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Address: \_\_\_\_\_ Tax ID# \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone # \_\_\_\_\_

Vendor SPIN number \_\_\_\_\_ (Service Provider Identification Number)

This RFP is being issued in conjunction with E-RATE year 23 (July 2023-June 2024). The 470 application number **#230022892** has been filed with Universal Service Administrative Company (USAC).

If you have any questions, please contact Vandora Johnson, Technology Coordinator,  
Email: [vjohnson@ourncsd.org](mailto:vjohnson@ourncsd.org)

## GENERAL INFORMATION:

The Noxubee County School District is interested in securing sealed proposals for switches, access points and cable runs. These items shall include installation, warranty, and delivery to specified locations when purchase orders are issued.

Include all documents requested within your proposal.

Be sure you discuss all equipment bids, warranties and maintenance/License agreements. Compatibility is essential and must be proven by the bidder. Hardware warranty for the switches must be equivalent to ExtremeSwitching network lifetime warranty with advanced replacement. Software maintenance for these products must offer at least a 3 year plan with annual rates or equivalent. Cost, warranty and maintenance details shall be included for each year of the contract.

#### DEFINITIONS AND TERMS:

1. The Noxubee County School District is herein referred to as **NCSD**.
2. The party/vendor responding to this RFP is referred to as a **bidder**.
3. The term Services shall include all warranty services, equipment, and supplies.

#### HOW PROPOSALS WILL BE SCORED:

40% PRICE (TO BE IN A SEPARATE SEALED ENVELOPE)

20% COMPATIBILITY WITH EXISTING INFRASTRUCTURE

20% PRIOR EXPERIENCE

10% UNDERSTANDING OF NEEDS

10% FINANCIAL STABILITY

#### LIABILITY INFORMATION AND ASSURANCES: **(SIGNATURE REQUIRED)**

By **signing** after item 7 on page 3, the bidder is indicating that his company meets, will comply, and understands all the assurances identified in items 1 through 7.

1. Bidder represents and certifies that he is a reseller of the products needed.
2. Bidder represents and certifies that it has not paid or agreed to pay any other company or person any fee, commission, percentage, or brokerage fee contingent upon or resulting from this order.
3. Bidder represents and certifies that prices for this bid have been arrived at independently without consultation, communication, or agreement for the purposes of restricting competition or any matter relating to such prices with any competitor or other vendor.
4. Bidder represents and certifies that the prices contained in this proposal have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this sealed bid.
5. Bidder represents and certifies that no attempt has been made to induce any other company or person to submit or not to submit a proposal for the purpose of restricting competition.

6. Bidder agrees to indemnify, defend, and hold NCSD harmless, at its own expense, from any suit or claim or proceeding brought against NCSD, so far as such is based upon a claim that any part of the items furnished by the bidder constitutes an infringement of any patent granted by the United States of America.

7. These conditions and any orders shall be governed by the laws of the State of MS.

BIDDER'S AUTHORIZED SIGNATURE \_\_\_\_\_

COMPANY BIDDING \_\_\_\_\_

#### BID REQUIREMENTS AND CONDITIONS:

1. Sales tax shall not be applicable to this order. If necessary, NCSD shall supply the successful bidder with its tax exemption letter.

2. NCSD's failure to exercise any of its rights contained within this document shall not constitute or be deemed a waiver or forfeiture of such rights.

3. Any headings preceding the text of the sections herein shall be exclusively for reference and shall not be deemed to affect the meaning or effect conditions stated.

4. These conditions and this order shall supersede all proposals, whether oral or written, and any and all negotiations prior to same.

5. The NCSD reserves the unqualified right to reject any and all bids or to waive any formalities or technicalities in any bids in the best interest of the NCSD.

6. The bidder shall not have the right of assignment of this contract either in full or in part without prior written consent of the NCSD.

7. Where specific terms or conditions of this bid are inconsistent with the bidder's or any subcontractor's or original equipment manufacturers standard terms of sale or trade custom, then these (i.e. Noxubee County School District's) specific conditions shall prevail. NCSD shall not be required to sign the bidder's standard service agreement to implement the service but shall order such services on a school district purchase order. The purchase order shall be the recognized binding document with the exceptions and alternatives given within this document.

8. **AVAILABILITY OF FUNDS:** It is expressly understood that the fulfillment of the conditions of the Agreement between the NCSD and Vendor is conditioned upon the receipt of governmental funding and the availability of local district funds, and that any cessation or reduction of such funds shall constitute grounds for voiding the Agreement. In the event of the contingency herein described, the Agreement shall terminate on the last day for which funds were available, without penalty or expense to Customer of any kind whatsoever, except as to payment for services or performances actually received or rendered for which funds are available. NCSD has no obligation until NCSD issues a Purchase Order to the vendor.

9. **VOIDANCE OF CONTRACT:** If at any time during the term the service fails to meet requirements of the bid and within a reasonable period of time, service is unable to correct the failure, the customer may abandon the service agreement altogether with written 30-day notice without penalty. Payment may be affected by poor services and may be withheld if the bidder causes other monetary arrangements to be made by the school district.

10. Any changes, additions, deletions, or interpretations of these conditions will not be binding upon the NCSD unless agreed upon in writing, and signed by a duly authorized agent of NCSD. This includes any and all portions of these conditions.

**PRICE PROTECTION:**

Bidder guarantees pricing and availability to NCSD of all ITEMS listed in this bid for the term of the contract with no increase in prices for at least 12 months with not to exceed pricing. NCSD shall have the ability to increase quantities

**BID SHEET AND WORKSHEET EXPLANATION:  
FOR THE ENVELOPE MARKED "RFP CONTRACT COSTS"**

THIS BID INCLUDES A BID SHEET FOR PRICES

ADDITIONAL INFORMATION REQUIRED TO SUPPORT PROPOSAL:

1. PROVIDE a list of at least 3 current customers with similar services and sales.

Name of Company	Contact Person	Telephone	Address	City/St
1				
2				
3				

**PAYMENT:**

An invoice with the Noxubee County School District purchase order number must be completed with detailed cost for each location clearly identified. The invoice shall be submitted to Accounts Payable. Once the invoice is approved for payment, payment shall be made in a net 45 days. The school district will pay only its portion of the cost, not the entire cost covered by E-RATE. Failure to provide clear, concise invoices with a PO# may hold up payment. All invoices must be approved with a district signature for a check to be issued.

**PRICING INFORMATION**

THE FOLLOWING INFORMATION REPRESENTS YOUR PROPOSAL PRICES. PLEASE COMPLETE THE COST TO BE CHARGED ON THIS DOCUMENT INCLUDING INSIDE DELIVERY SHIPPING AND RETURN IT WITH YOUR BID.

**Noxubee County School  
District**

Description	QTY	Brand/ Model #	Maintenance 1 Year	Maintenance 5 Years	Cost Each	Total Cost
ExtremeSwitching 5420 Series POE or Equivalent 48 Port	12		\$	\$	\$	\$
ExtremeSwitching 5420 Series POE or Equivalent 24 Port	6		\$	\$	\$	\$
Extreme Access Point (Indoor) or Equivalent	146		\$	\$	\$	\$

Extreme Access Point (Outdoor) or Equivalent	14		\$	\$	\$	\$
Data Run (Cabling) 100 Meter Runs	100		\$	\$	\$	\$

I, we, propose to provide equipment, supplies, and services as specified in general instructions at the indicated amount. I, we, the undersigned do hereby understand and accept the instructions and conditions under which this proposal is being submitted.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
CONTACT PERSON (print)

\_\_\_\_\_  
Telephone #

BE SURE THAT **ALL COSTS** TO THE DISTRICT ARE GIVEN ON THIS SHEET.